



Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2014-05

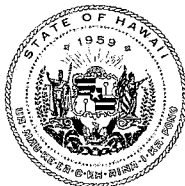
Invitation-for-Bids for the Provision of Gas and Electric Ranges
for State and Federal Low Income Public Housing Properties
Statewide

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.

Issued March 25, 2014



NEIL ABERCROMBIE
GOVERNOR



HAKIM OUANSAFI
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
HONOLULU, HAWAII 96817

Notice to Bidders
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) No. PMB-2014-05

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for the **Provision of Gas & Electric Ranges for State and Federal Low Income Public Housing Properties Statewide.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning March 25, 2014. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office no later than 10:00 a.m. Hawaii Standard Time (HST), Tuesday, April 15, 2014. Opening of bids will commence at 10:15 a.m. (HST) on Tuesday, April 15, 2014 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference on Monday, March 31, 2014 at the HPHA Building E Conference Room, 1002 North School Street, Honolulu, Hawaii 96817 at 9:00 a.m. (HST). All interested bidders are strongly encouraged to attend the Pre-Bid Conference. There will not be a site visitation following the Pre-Bid Conference. Please call the respective Officer-In-Charge to set up site visitation arrangements within the site visitation period beginning March 31, 2014 through April 7, 2014 should site visitation(s) deemed necessary by interested bidders.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Ms. Tammie Wong, IFB Coordinator at (808) 832-6090.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. Prospective bidders are held responsible with presumptive knowledge of all requirements of the cited authorities, and submission of a valid executed bid by any prospective bidder shall constitute admission of such knowledge.

II. IFB Organization

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process
- Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable)
- Section 3 Bid Offer Form and Instructions – Describes the required format and content for the bid
- Section 4 Bid Evaluation & Award – Describes how the bids will be evaluated by the State Contracting Office
- Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The Contracting Office is:

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039

For the purpose of this solicitation, the IFB Coordinator or his/her designated representative is listed below:

Ms. Tammie Wong
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6090
Email: tammie.y.wong@hawaii.gov

The Hawaii Public Housing Authority (HPHA) reserves the right to change the IFB Coordinator without notice.

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch (PMMSB). For the purpose of this solicitation, the Contract Administrator or his/her designated representative is listed below:

Mr. Earl Nakaya
Property Management and Maintenance Services Branch
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4674

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder of any change.

For the purpose of this solicitation, the Officer-In-Charge shall be the primary point of contact for the Successful Bidder's day-to-day operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions issued by the Officer-In-Charge. The Officer-In-Charge for each Asset Management Project (AMP)/Management Unit (MU) is designated as follows:

Group	AMP/MU	Address	Officer-In-Charge
I	AMP 30	99-132 Kohomua Street Aiea, HI 96701	Ms. Mary Jane Hall-Ramiro Ph: (808) 483-2550
I	AMP 31	2250 Kalena Drive Honolulu, HI 96819	Ms. Gail Lee Ph: (808) 832-3336
I	AMP 32/33	521 North Kukui Street Honolulu, HI 96817	Ms. Cynthia Yoshida Ph: (808) 832-3153
I	AMP 34	1545 Kalakaua Avenue Honolulu, 96826	Ms. Janice Mizusawa Ph: (808) 973-0193

I	AMP 35	730 Captain Cook Ave Honolulu, HI 96813	Ms. Gail Lee Ph: (808) 586-9724
I	AMP 40	1475 Linapuni Street Honolulu, HI 96819	Mr. Ioane Ah Sam Ph: (808) 832-6075
I	MU 42	94-941 Kau'olu Place Waipahu, HI 96797	Ms. Venus Katano Ph: (808) 675-0099
I	AMP 44	85-186 McArthur Street Waianae, HI 96792	Mr. Lui Faleafine Ph: (808) 697-7171
I	AMP 45	41-1027 Kamau Place Kaneohe, HI 96744	Ms. Shareen Dumlao Ph: (808) 233-3766
I	AMP 49	310 North Cane Street Wahiawa, HI 96786	Mr. Patrick Shimabukuro Ph: (808) 622-6360
II	AMP 39	2015 Holowai Place Wailuku, HI 96793	Ms. Ione Godsey Ph: (808) 243-5001
III	AMP 38	4726 Malu Road Kapaa, HI 96746	Ms. Lisa-Ellen Smith Ph: (808) 821-4415
IV	AMP 43	78-6725 Makolea Street Kailua-Kona, HI 96740	Mr. Paul Sopoaga Ph: (808) 322-1915
IV	AMP 46	65-1191 Opelo Rd. Kamuela, HI 96743	Mr. Mark Sayers (808) 887-8130
V	AMP 37	600 Wailoa Street Hilo, HI 96720	Ms. Tammy Passmore Ph: (808) 933-0474
VI	AMP 39	Maunaloa, HI 96770	Ms. Ione Godsey Ph: (808) 243-5001

Any changes to the Officer-In-Charge or his/her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Officer-In-Charge.

IV. Procurement Timeline

Activity	Scheduled Dates
Public notice announcing IFB	March 25, 2014
Distribution of bid specs/bid offer form	March 25, 2014
Pre-Bid Conference	March 31, 2014
Site Visitation Period	March 31, 2014 – April 7, 2014
Written Questions Due to the HPHA	April 2, 2014
Written Responses Due from the HPHA	April 7, 2014
Bid submittal deadline	April 15, 2014 at 10:00 a.m. (HST)

Bid Opening	April 15, 2014 at 10:15 a.m. (HST)
Notice of award	May 2014
Contract execution	June 2014
Contract start date	July 1, 2014

The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds.

V. Pre-Bid Conference & Site Visitation

Interested bidders are strongly encouraged to attend the Pre-Bid Conference scheduled at 9:00 a.m. Hawaii Standard Time (HST) on Monday, March 31, 2014 located at the HPHA Building E Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. Attendance is not required in order to submit a bid offer. There will not be a site visitation following the Pre-Bid Conference.

Prior to submittal of the bid offer, Interested Bidders may inspect the properties to thoroughly familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed. Interested bidders requiring a site visitation shall contact the respective Officer-In-Charge to arrange for a site visitation during the site visitation period beginning on March 31, 2014 to April 7, 2014.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. Any changes required will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is 4:30 p.m. (HST) on Wednesday, April 2, 2014. All written questions will receive a written response from the HPHA. The HPHA's response to written questions will be sent to all registered interested bidders via mail, electronic mail, or facsimile no later than Monday, April 7, 2014.

VII. Submission of Sealed Bids

A. Forms/Formats. The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications

and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at www.hudclips.org and is attached in Section 5 of this IFB. See Attachments 12 and 13.

- B. Bid Submittal.** Sealed bids shall be postmarked by the United States Postal Service (USPS) or hand delivered to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 no later than 10:00 a.m. (HST) on Tuesday, April 15, 2014. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the HPHA. Sealed bids postmarked or received after the designated bid due date and time shall be considered late and rejected. **Electronic mail or facsimile submissions of the bid offer shall not be accepted.**

Bid offers shall be submitted in a sealed envelope and properly identified as a sealed bid in response to this IFB. Any bid documents not properly sealed or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be obligated to notify his employees performing work under this Contract of the provisions of section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

- D. Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with potential bidders to promote understanding of the HPHA requirements.

IX. Opening of Bids

All bid documents shall be date and time stamped by the HPHA upon receipt of the bid documents at the designated location. Bid documents include bid offers, modifications to bids, and withdrawals of bid offers. All bid documents received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 10:15 a.m. (HST) on Tuesday, April 15, 2014 at the HPHA Contract and Procurement Office, Building D, 1002 North School Street, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA received a bid that was misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not properly opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature or samples received as part of the bid document shall not be examined or tested, and will not be deemed to vary any of the provisions of this IFB.

XI. IFB Amendments

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication which may include electronic mail, facsimile, or USPS.

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

XIII. Costs for Bid Preparation

All costs incurred by bidders in the preparation and submission of a bid are the sole responsibility of the bidder. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall ensure that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Mistakes in Bids

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the bidder to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR, and HUD requirements at HUD Handbook 7460.8.

XV. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including not only the total price of the bid, but the prices for individual items as well.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bidding is at a very high price for the first item and extremely low for subsequent items.

All bid offers submitted in a manner which alters the Bid Offer Form or does not conform to the format and instructions provided shall be determined non-responsive.

XVI. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest grand total bid price in each group, which is the sum of the bid prices for the initial 12-month period ending June 30, 2015, option year 1 and option year 2 within each group on the Bid Offer Form. See Attachment 2. Bidder(s) must submit a bid for all items within the group/geographical location to be considered responsive for the group/geographical location. The Successful Bidder of each group may not necessarily be the same bidder. The award of the initial 12-month Contract period shall not be deemed as a commitment on the part of the HPHA to automatically exercise subsequent extension option periods; and
2. In the case of a tie, award shall be made to the present Contractor providing it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible. If the present Contractor is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

All Contracts resulting from this solicitation are subject to the approval of the Department of the Attorney General and other approvals as required by the statutes, regulations, rules, orders or other directives, including the approval of HUD.

Services shall not be undertaken by the Successful Bidder prior to the Contract start date of July 1, 2014 or until upon receipt of the HPHA's issuance of the Notice to Proceed. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the Contract start date.

In accordance with section 3-122-112, Hawaii Administrative Rules (HAR), Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written Contract. The general conditions of the Contract are attached and service specifications are included herein. See Attachments 11 and 12.

XVII. Protests

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS;
2. A state purchasing agency's failure to follow rules established by Chapter 103D, HRS; or

3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to HRS §103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) business days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

The notice to award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website:
<http://www.hawaii.gov/spo2/source/>.

Head of State Contracting Office		Procurement Officer	
Name:	Mr. Hakim Ouansafi	Name:	Mr. Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

XVIII. Availability of Funds

All interested bidders and the Successful Bidder is hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for services at federal public housing properties with State funds allocated for purposes other than the provision of appliances.

XIX. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Officer-In-Charge and Contract Administrator. The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take corrective action as appropriate.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

XX. General and Special Conditions of Contract

The State and Federal General Conditions that will be imposed contractually are included as attachments. See Attachments 11 and 12. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov.

The HPHA may also impose contractually any special conditions deemed necessary. See Attachment 10. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make minor and/or major modifications to the quantity of items or reporting requirements arising from unforeseeable conditions.

XXI. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under Federal and State law.

(END OF SECTION)

Section 2

Specifications

Section 2

Specifications

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the HPHA under Chapter 356D, HRS. The HPHA consolidates all state low income housing and homeless functions and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic. The HPHA seeks to procure appliances to meet the agency's goal of providing safe, sanitary, and decent housing. The purpose of this IFB is to procure gas and electric ranges for State and Federal low income public housing properties statewide.

B. Area of Service

The Successful Bidder shall be required to certify that it is capable of providing services to all properties within each group during the primary Contract period and all option periods. The address of each group is located in Attachment 3.

C. Funding source and period of availability

Funds are subject to appropriation by HUD, the State Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE to the HPHA.

It is understood that no award shall be binding unless the HPHA, and/or the State Comptroller indicate that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. All Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. The use of Federal funds may require the prior written approval of HUD.

If there should be insufficient funds for any portion of the remainder Contract period beyond the initial 12-month period ending June 30, 2015, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for the provision of appliances using available State and/or Federal funding sources. All additional services purchased

under the terms of the Contract resulting from this IFB shall be at the same or similar contracted rates.

II. General Requirements

A. Qualifying requirements

1. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder for Federal properties shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business; or

- ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a “compliant non-Hawaii business” as follows:

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

4. Certifications of Eligibility

Bidders shall submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-16;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (paper) certificates at the various state/federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers,

and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's officers, employees, agents or subcontractors.

6. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage.

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR Combined single limit of <u>\$2,000,000.00</u> .
Workers Compensation as required by laws of the State of Hawaii.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors.

To satisfy the minimum coverage limits required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General liability Insurance, Automobile Insurance, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by this Contract shall contain the following clause:

"The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and

Workers Compensation Insurance, as respect to operations performed for the State of Hawaii and HPHA under this Contract.”

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

Upon execution of the Contract, the Successful Bidder agrees to deposit with the HPHA, before the effective date of the Contract, valid certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of this Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder’s liability hereunder or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

The HPHA is a self-insured State agency. The Successful Bidder’s insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the Successful Bidder.

The Successful Bidder shall provide written notice to the HPHA of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.

7. No performance or payment bond is required.
8. During the performance of this Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

9. Business Office

The Successful Bidder shall have a permanent office in the State of Hawaii where it conducts business and where an authorized representative will be accessible through telephone calls for complaints or requests that require immediate attention. An answering service is not acceptable. The permanent office location and phone number shall be stated on the bid.

10. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part

135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 5 – 10. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in the form included in this IFB and in such number of copies as required by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any

circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments thereto effective as of the date of this IFB.

C. Single or multiple contracts to be awarded

☐ Single ☐ Multiple ☒ Single & Multiple

D. Single or multi-term contracts to be awarded

☒ Single term (\leq 12 mos) ☐ Multi-term ($>$ 12 mos)

Initial term of contract: 12 months
Length of each extension: Up to 12 months
Maximum length of contract: 36 months

The initial contract period shall commence on the Contract start date or upon the HPHA's issuance of a Notice to Proceed. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services up twenty-four (24) months with no single extension period to exceed twelve (12) months. Contract extensions shall be awarded as agreed upon in the Primary Contract and in accordance with the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and

4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used ; and
5. The Contractor must obtain written approval and a Notice to Proceed by the STATE with the extension; and
6. The STATE has determined that the Contractor has satisfactorily provided services over the current Contract term; and
7. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The Primary Contract shall be executed for a 12-month period beginning July 1, 2014 and ending June 30, 2015 or for a 12-month period upon the HPHA's issuance of a Notice to Proceed.

The option to extend the Contract will be at the sole discretion of the HPHA. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the accepted bid offer unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder is solely responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

E. Statutory requirements of section 103-55, HRS

Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

Bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, the Successful Bidder will be obligated to provide wages no less than those increased wages.

F. Bid Price

The total bid price for each appliance shall be the sum of the bid price per unit, inclusive of delivery and installation of new the new gas or electric range and the removal and disposal of the replaced range for the Initial 12-Month Period, Option Year 1 and Option Year 2 at the various HPHA properties grouped by geographical locations on Oahu, East Hawaii, West Hawaii, Maui, Kauai, and

Molokai. Prices shall include all labor, material, equipment, freight charges, delivery charges, applicable taxes, and any other costs incurred in the performance of this Contract.

The HPHA is not responsible for and shall not pay overtime resulting from the Successful Bidder's scheduling of employees. Bidders should account for any published wage increase in their bid offer. The HPHA shall not approve requests for contract adjustments due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

The bidder's bid price shall include all administrative, personnel and all other associated cost increases for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance

The Successful Bidder shall be the lowest responsive and responsible Grand Total bid price for the specified appliance in each group for the Initial 12-Month Period, Option Year 1 and Option Year 2.

G. Contract Price Adjustment

Each bid offered herein shall be firm for the primary (initial 12-month) contract period, Option Year 1 and Option Year 2.

A maximum of five percent (5%) or the percentage change in the consumer price index for the specified contract period, whichever is lower, shall dictate the allowable escalation in bid price for each item listed in the bid offer. To be considered allowable, the price increase must be imposed by the manufacturer and documented in writing. In addition, the HPHA shall grant exceptions upon satisfactory justification such as an increase in freight charges, delivery charges and applicable taxes.

Escalation will also be allowed during the subsequent option periods provided that the Successful Bidder's request is due to price increase(s) imposed upon the Successful Bidder by the manufacturer. The Successful Bidder shall furnish appropriate documentation to support the request for price increase(s) accordingly.

Within seven (7) days after date of award, the Successful Bidder shall furnish to the HPHA Contract and Procurement Office with a copy of their Price List which is current at the time of bid opening. The Successful Bidder shall identify their Price List with the IFB number/contract number and the items awarded by annotating the line item number alongside the appropriate model numbers. The Successful Bidder is advised to comply with this requirement as this Price List

will become part of the Contract file and will be the basis for consideration of any future price increase request(s). Failure to submit the Price List in a timely manner will result in rejection of any request for price increase(s) in the future.

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory provision of goods and services shall be monitored by the Officer-In-Charge and Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Officer-In-Charge and Contract Administrator.
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to assess the Successful Bidder directly.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation-for-Bids, and the Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from any monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

B. Damages

1. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each appliance per calendar day the Successful Bidder fails to perform in whole or in part any of its obligations, which liquidated damages may be deducted from payments due or to become due to the Successful Bidder.
2. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and deduct all repairs costs from moneys due or may thereafter become due to the Successful Bidder. In the event that money due to the Successful

Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

C. Product Quality

Ranges furnished under these provisions and specifications shall be new and free from defects. An unacceptable range must be replaced with an item of acceptable quality within one (1) week of notification. Best quality shall be determined solely at the discretion of the HPHA. The replacement of any unacceptable appliance shall not relieve the Successful Bidder from the responsibility imposed upon it by the Contract. The acceptability of each appliance is at the sole discretion of the HPHA. Payment, whether partial or final, shall not be construed to be an acceptance of an unacceptable appliance.

D. Termination

The HPHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

IV. SCOPE OF WORK

In return for the bid price(s) submitted, the HPHA will purchase all of its required appliances listed herein for properties on geographical locations from the Successful Bidder awarded in each group. However, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder provided that the quality or product design is not suitable for the HPHA's purpose.

The quantities listed in Attachment 4 are estimates and is used for the purpose of calculating the value of the Contract to be awarded. The HPHA does not guarantee the actual quantities to be purchased under the Contract. For this reason, bidders are urged to bid only on regular stock items to avoid inventory hardships that could arise from stocking materials for the HPHA use only.

The HPHA currently have a contract with an Energy Savings Company (ESCO) since Fall 2011 to conduct a financial rate audit on utility consumption for the HPHA. As such, the HPHA reserves the right to purchase ranges from the Successful Bidder or from another company for those selected AMPs under the ESCO contract.

A. Management Requirements & Qualifications (Minimum requirements)

1. Personnel

- a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirements, as appropriate.

- b. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies, vacation, or changes.
- c. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees and agents on the HPHA property and shall instruct personnel to fully cooperate with the Officer-In-Charge.
- d. The Successful Bidder agrees to remove any of his employees from servicing or providing services to the HPHA upon written request by the Officer-In-Charge.
- e. Smoking, which includes electronic cigarettes, is strictly prohibited on HPHA properties. The Successful Bidder agrees and shall adhere to the no-smoking policy while on HPHA property. Such violation may be considered a breach of contract and result in suspension or termination.

2. Administrative

- a. The Successful Bidder may be asked to attend quarterly meetings or upon request by the Contract Administrator. The day and time is to be specified by the Contract Administrator. Field visits will be made as required.
- b. At the end of each month, the Officer-in-Charge shall submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which requires corrective action. These discrepancies or Contract violation(s) shall be corrected within five (5) business days to avoid delays in payment processing.

3. Payment

- a. Pursuant to section 103-10, HRS, the HPHA shall have thirty (30) calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the thirty (30) day payment period. For the purposes of this paragraph, the Contractor's invoice date shall not be considered.

For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10,

HRS, as amended.

- b. The Successful Bidder shall submit a monthly invoice, one (1) original, for services rendered to:

Hawaii Public Housing Authority
Attn: Property Mgmt. and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

- c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be processed in accordance with section 103-10, HRS, upon certification by the Officer-In-Charge that the Successful Bidder has satisfactorily provided the goods and services specified.
- d. Payment shall be made on the basis of actual units delivered and installed and actual units removed and disposed by the Successful Bidder. The Successful Bidder shall submit monthly invoices for payment, listing the specific quantities/appliance and services furnished, including the serial number of all appliances, description of the appliance, dates and location of delivery/removal/disposal (housing properties) for the previous month. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed such as liquidated damages for failure to deliver the products within the required timeline.
- e. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (SPO Form-22). A copy of the SPO Form-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS link. The original tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, and Form SPO-22 must accompany the invoice for final payment. A valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance, is acceptable.

B. Minimum and/or Mandatory Requirements for Goods/Services

1. Product Identification and Ordering

- a. Bidders must identify the exact brand or manufacturer name, product model, and model number of each product offered on the Bid Offer Form. Catalog cuts and owners manuals are required for each product and must be clearly identified as the product that is

offered for each line item in this IFB. Failure to do so shall be sufficient grounds for rejection of bid offer.

If any of the required elements of information are missing from the bidder's bid offer, the HPHA will not be able to determine from the information provided whether the product is acceptable.

- b. All ranges shall be marked for identification. The manufacturer's standard nameplate data shall be placed on all ranges according to the manufacturer's standard practice. The nameplate shall be securely fastened to a main part of each range in an accessible place.

The range shall also bear a permanent record of the manufacturer's name and address, the range model and serial number. Gas ranges shall also include the manufacturer's normal hourly BTU input rating for the oven, broiler and top burners.

2. Product Literature Certifications

- a. Bidders shall include one (1) printed factory literature for each appliance model being offered with its bid documents.
- b. The Successful Bidder must provide written instructions for care and operation of each range. A user's manual covering care and operation shall be provided with each range installation.
- c. Upon request by the HPHA, the Successful Bidder shall furnish a Descriptive Parts Book and a Service Manual for each model offered. This data will be required for proper ordering of replacement parts. The number of copies required shall be determined by the HPHA for use at the properties and other HPHA personnel as appropriate.
- d. Energy efficiency ratings shall be marked on all appliance documents submitted in the bid offer.
- e. Approval Requirements. UL Listing and a copy of UL labels shall be provided in product brochure. The brochure should include all models offered and noted by pen indicating the item(s) that are included in the bid.

3. Product Quality & Workmanship

- a. The finished range shall be clean, well-made, and free from defects which may affect appearance or serviceability.

- b. References made in this IFB related to standards, codes, regulations and specifications shall mean the latest revision in effect as of the date of this IFB.
- c. The range(s) offered and furnished under this specification shall be of a make and general type which has been manufactured for at least one (1) year.
- d. When requested, a sample product shall be made available to the Procurement Officer for examination and verification of compliance with the applicable specifications.
- e. Welding and brazing shall be complete, uniform and properly fused, having no holes, slags inclusions, scale of flux deposits and shall not be cracked, fractured or undercut. Soldering shall be complete, clean, adherent and without pin-holes. Bolts, nuts, screws, studs and other types of fasteners, when used shall not be broken, fractured, stripped, or loose and shall have locked washers or self-locking feature when used on structural parts subject to vibration.

4. Delivery, Installation & Disposal of Ranges

- a. An Order Form with specific instructions shall be issued by the HPHA. Free standing electric ranges shall be delivered and installed by the Successful Bidder. The HPHA is responsible for disconnecting and installing slide-in gas ranges and drop-in electric ranges. Drop-in electric and slide-in gas ranges shall be delivered and unpacked for inspection by the HPHA. The Successful Bidder shall remove and dispose the old range (which was replaced with a new range) from the HPHA properties. Services will be at various HPHA properties statewide, geographical locations include Oahu, Maui, East Hawaii, West Hawaii, Molokai and Kauai. A list of properties by geographical location is attached. See Attachment 3.
- b. The Successful Bidder shall coordinate delivery and/or removal with the authorized HPHA representative identified on the Order Form. The Successful Bidder shall ensure that all ranges are operational upon installation.
- c. Deliveries to Oahu properties shall be made within fourteen (14) calendar days after receipt of the Order Form. Deliveries to the neighbor island destinations shall be made within twenty-one (21) calendar days after receipt of the Order Form. Deliveries shall be made during normal Hawaii state government business hours,

between 7:45am to 4:30pm (HST) on weekdays with the exception of State holidays. See Attachment 15 for 2014 and 2015 Hawaii State Government Observed Holidays.

- d. Bidders are advised that elevators are available only in the Oahu elderly properties, the Salt Lake Apartments, and the Kalakaua Homes – Mid Rise. It shall be the Successful Bidder's responsibility to provide all necessary delivery equipment to deliver the appliance to the specified unit(s).
- e. The HPHA shall inspect all ranges upon delivery or within twenty-four (24) hours of installation for defects or problems. All reports of defects or malfunctions shall be abated, repaired or replaced within twenty-four (24) hours of notice.
- f. Old ranges to be replaced shall be carefully disconnected and removed. Old ranges shall be properly disposed of in an approved landfill or approved recycler.
- g. All damages, including, but not limited to, floor scratches, gouges, walls, and cabinets caused by the removal or installation of a range shall be corrected by the Successful Bidder.

5. Product Ordering & Substitutions

- a. The HPHA shall have the right to purchase any quantity of ranges at the prices provided by the Successful Bidder on the Bid Offer Form.
- b. Only one (1) make and model shall be offered and furnished for each type/size of range solicited on the Bid Offer Form and the make and model shall be specified on the Bid Offer Form.
- c. If the Successful Bidder is unable to deliver the product(s) under the Contract, it shall be the Successful Bidder's responsibility to obtain prior approval from the HPHA to deliver an acceptable substitute. In the event the Successful Bidder needs to substitute products, the HPHA reserves the right to terminate the Contract.
- d. If a particular appliance is discontinued from a manufacturer's line, the request to terminate must be in writing to the HPHA Procurement Officer and shall include a copy of the Successful Bidder's running record of purchases for the specific appliance by Asset Management Project /Management Unit number, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10)

business days from date of receipt of the written request by the HPHA Procurement Officer. The Successful Bidder shall honor all orders placed prior to the effective termination date.

In the event of a termination for an appliance, the HPHA reserves the option to 1) purchase the item from another vendor for the remainder of the contract period or until the Successful Bidder can secure distribution rights for an acceptable substitute or 2) rebid the appliance for a new contract, whichever is determined to be in the best interest of the HPHA.

6. Warranties

- a. The warranty period for all ranges shall be for a minimum of one (1) year from date of acceptance. The date of acceptance shall be designated as the date that the new range is satisfactorily received and installed in proper working order. Full coverage shall include costs for parts, labor and all other expenses incurred in performing warranty work.
- b. During the warranty period, repairs on appliances shall be made within twelve (12) hours to make it operative upon notice to the Successful Bidder by 1:00 P.M. (HST), Mondays to Fridays, except State holidays. The Successful Bidder shall furnish a loaner appliance, if requested by the HPHA to avoid interruption of service.
- c. During the warranty period, the Successful Bidder shall have supplies/parts available on hand to repair the appliances on contract. If an appliance is not repaired within seven (7) business days after initial notification of the problem, the Successful Bidder shall remove the inoperable range and deliver a new replacement range. The replacement range shall be delivered within fourteen (14) calendar days for Oahu properties or twenty-one (21) calendar days for neighbor island destinations.
- d. For after hours, State holidays and weekend services, the Successful Bidder shall furnish to the HPHA, the name and telephone number for emergency calls. The Successful Bidder shall repair or replace and install all parts necessary to make the appliance operative. If requested by the HPHA, the Successful Bidder shall furnish a loaner appliance to avoid interruption of service.

- e. During the warranty period, the Successful Bidder shall ensure all repairs are completed by a certified technician using approved parts so as not to void the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the Successful Bidder shall replace the appliance at no additional cost to the HPHA.

7. **Technical Specs.** Technical specifications are provided for the following:

Group A: Free Standing Electric Ranges

Group B: Drop-In Electric Range

Group C: Free Standing and Slide-In Gas Ranges

TECHNICAL SPECIFICATIONS

GROUP A: FREE STANDING ELECTRIC RANGES

1. General Description

Ranges shall be white or off-white in color with a minimum of four (4) cooking surfaces and oven and broiler below. The 20" and 24" ranges shall have three (3) 6" cooking surfaces and one (1) 8" cooking surface. The 30" free standing range shall have two (2) 6" cooking surfaces and two (2) 8" cooking surfaces. All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height, and Depth

This IFB is requesting bid prices for 20-inch (20"), 24-inch (24") and 30-inch (30") wide electric ranges. The Successful Bidder shall contact the Officer-In-Charge or designee for space measurements prior to the delivery of the appliance. The appliance must fit into its designated space at the property. Actual width dimensions may be plus or minus one inch (+/- 1") of nominal size.

H. Operating Service

115/230 volts or 120/208 volts, 3-wire, single-phase 60-HZ. The type of operating service required will be specified by the Officer-In-Charge or designee for each property.

115/230 volts or 120/208 volts, 4-wire single-phase 60-Hz will be required for properties under modernization or renovation.

4. Applicable Specifications. Ranges shall conform to the following:

- a. All electric ranges shall be equipped with the oven and range controls on the front panel or back panel. The control switches shall be located on the front panel below the cooking surface and above the oven door for the 20" and 24" ranges. The front of the panel shall be so designed that the knobs will be protected from overheating when range is being used for broiling. The control switches for the 30" width range can be located on the front panel or on the back panel.

Burner Indicator Lights. The range shall have at least one (1) light to indicate when a burner is on.

- b. The body of the range, back panel and underside shall contain (1) coat of porcelain enamel; (2) coat of high temperature baked enamel, (3) baked on black enamel; or (4) galvanized or aluminized steel.

- c. Top burner units shall be plug-in type with "Tilt-Lock" hinge and shall provide means to hold the unit in level position. All wiring in top burner box area shall be properly secured for user protection from electrical shocks.
- d. The standard electric range connection cord shall be provided with each range and shall be included in the bid price.
- e. The interior oven of the 20" range shall be furnished in a light color and tint that will maximize use of the available light to aid the vision of the user. The interior oven of the 30" range shall be equipped with a viewing window and an interior light.
- f. Bake elements shall be a minimum of 2,000 watts for the 20" and 24" range and a minimum of 2,400 watts for the 30" range. Broil elements shall be a minimum of 2,300 watts for all range sizes.
- g. Each range shall be equipped with at least two (2) leg levelers.
- h. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Boiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have two (2) oven racks.

TECHNICAL SPECIFICATIONS

GROUP B: DROP-IN ELECTRIC RANGE

1. General Description

Ranges shall be white or off-white in color with a minimum of four (4) cooking surfaces. All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height, and Depth

This IFB is requesting a bid price for a 30-inch (30") wide electric range. The Successful Bidder shall contact the Officer-In-Charge or designee for actual space measurements prior to the delivery of the unit. The appliance must fit into its designated space at the property. Actual width dimensions may be plus or minus one inch (+/- 1") of nominal size.

3. Operating Service

115/230 volts or 120/208 volts, 3-wire, single-phase 60-HZ. The type of operating service required will be specified by the Officer-In-Charge or designee for each property.

115/230 volts or 120/208 volts, 4-wire single-phase 60-Hz will be required for properties under modernization or renovation.

4. Applicable Specifications. Range shall conform to the following:

- a. The electric range shall be equipped with the oven and range controls on the front panel. The control switches shall be located on the front panel below the cooking surface and above the oven door. The range with control knobs on the front panel shall be so designed that the knobs will be protected from overheating when range is being used for broiling.

Burner Indicator Lights. The range shall have at least one (1) light to indicate when a burner is on.

- b. The body of the range, back panel and underside shall contain (1) coat of porcelain enamel; (2) coat of high temperature baked enamel, (3) baked on black enamel; or (4) galvanized or aluminized steel.
- c. Top burner units shall be plug-in type with "Tilt-Lock" hinge and shall provide means to hold the unit in level position. All wiring in top burner box area shall be properly secured for user protection from electrical shocks.

- d. The electric range shall be provided with the manufacturer's recommended wiring. HPHA will connect the wires per the Successful Bidder's or manufacturer's instructions. The Successful Bidder shall verify the connections prior to re-energizing the range circuit.
- e. The oven of the 30" range shall be equipped with a viewing window and interior light.
- f. Bake elements shall be a minimum of 2,400 watts for the 30" range. Broil elements shall be a minimum of 2,300 watts.
- g. Each range shall be equipped with at least two (2) leg levelers.
- h. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Boiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have two (2) oven racks.

TECHNICAL SPECIFICATIONS

GROUP C: FREE STANDING AND SLIDE-IN GAS RANGES

1. General Description

Ranges shall be white or off-white in color, new cabinet type, and free standing flush-to-wall with an open cook top, oven and broiler below. Ranges or parts thereof supplied under this specification shall fulfill the construction and performance requirements of American National Standard Institute (ANSI) Z21.1 and Z21.20 as applicable (Latest Revision). All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height and Depth

This IFB is requesting bid prices for a 20-inch (20") wide range with hinged top and a 30-inch (30") wide range with hinged top. The Successful Bidder shall contact the Officer-In-Charge or designee for the space measurements prior to the delivery of the appliance. The appliance must fit into its designated space at the property. Actual width dimensions may be plus or minus one inch (+/-1") of nominal size.

3. Operating Service

The Successful Bidder shall be prepared to submit evidence upon the HPHA's request that the ranges proposed for supply under this specification have been tested and comply with American Standard Z21.1 for operation with natural, mixed or liquid petroleum gas (LPG). Certification shall be by the AGA or a third party certifier acceptable to the HPHA. Acceptable evidence of meeting the applicable requirement of the standard shall be a photocopy of the AGA Appliance Certificate or a listing including the igniter device in the AGA "Directory of Certified Appliances and Accessories."

4. Applicable Specifications. Gas ranges shall conform to the following:

- a. Ranges offered shall be the manufacturers' current standard models except for additional requirements specified herein. All ranges of the same classification, including parts and assemblies thereof, shall be identical. Oven light shall be provided.
- b. Manual gas valves shall be of the limited displacement type complying with American Standard Z21.1. Gas valves shall be provided with either (1) a convertible orifice set for the gas specified on the HPHA Order Form or (2) a fixed orifice hood for use with the gas specified on the HPHA Order Form. All ranges must be provided with a convertible gas pressure regulator.

- c. Burners. The cook top shall be provided with a minimum of four (4) burners. Each burner shall be rated at no less than 9,000 BTU and no more than 14,000 BTU with simmer settings rated at no less than 5,000 BTU per hour. Simmer settings shall be similar to a "high-low burner" type.
- d. The gas range shall be equipped with oven and range controls on the front or back panel. If the control switches are located on the front panel, the controls shall be below the cooking surface and above the oven door. The range with control knobs on the front panel shall be so designed that the knobs will be protected from overheating when range is used for broiling
- e. Grates. Each top burner shall be provided with a porcelain enamel cast iron or steel grate.
- f. Automatic Ignition. All burners shall be equipped with means for automatic ignition of the gas and shall meet the applicable requirements of ANSI Z21.20. The electronic ignition system may be a spark, coil, glow bar or a combination of these features. The oven burner ignition failure shall activate a mean for shutting off gas to the oven burner.

The ignition wiring in the back of the range shall not be exposed and shall be hidden and enclosed in a case.

- g. Cook Top. The range top shall be hinged at the back for easy cleaning and access to burners, valves, and pilot(s). It may have a supporting rod to hold the range top in raised position or be removable. The supporting rod, when in the raised position, shall be designed to prevent accidental closing of the range top. A counter-balanced top is also acceptable. The range top shall be designed to hold the burner grates in position when the range top is raised. Cook top may be removable.
- h. Insulation. Blanket-type insulation shall be made of glass fiber, installed in a manner to prevent sagging, and of sufficient thermal efficiency to meet surface and handle temperature tests specified in American Standard Z21.1 (Latest Revision).
- i. Ovens, Broilers, and Burner Boxes. The oven, burner box, and broiler section shall be porcelain enamel coated steel or stainless steel. The broiler section shall be either of the pull-out type or of the swing-door type. Stops shall be provided so that oven racks and broiler pans cannot be completely pulled out by accident.
- j. Oven Thermostat Control. An oven thermostat control shall be provided for controlling oven temperatures down to 140 degrees Fahrenheit.
- k. Oven Doors. Oven doors shall be of the drop-shelf type, counter balanced and provided with a device which shall hold the door fully closed. The 30" slide-in

gas range shall include an oven window. The 20" free standing gas range is not required to have an oven window. Hinges shall be of a type that permits removal and replacement of hinge brackets and parts subject to wear. Oven doors shall be provided with means for adjusting a misaligned door.

- l. Oven Vents. Oven shall be provided with a vent designed to deflect moisture and fumes away from the wall behind the range.
- m. Aeration Bowls. Aeration bowls shall be corrosion-resisting steel, plated steel, or steel coated with porcelain enamel.
- n. Exterior Surfaces. The exterior surface of the gas range shall be porcelain enamel or stainless steel with the exception of body sides, which may be finished in synthetic baked-on enamel capable of withstanding 250 degrees Fahrenheit and include trims in accordance with the manufacturer's standard practice. The back guard, manifold shield, aeration bowls, and burners may be porcelain enamel. The body of the range, back panel, legs, and/or base shall be porcelain enamel, baked-on enamel, galvanized or aluminized steel.
- o. Back Splashes. Only free standing gas ranges shall be equipped with a back splasher not less than four (4) inches higher than the top cooking surface and extending the full width of the range top.
- p. Drip Pans. Ranges shall be provided with removable porcelain enameled or stainless steel drip pan(s) or shall be provided with a one (1) piece combination drip-pan and cook top. The pans shall have a minimum 1/8-inch vertical lip to collect spillovers and shall have a handle or other means so that it can be easily pulled out from the front of the range.
- q. Oven Door. The 30" range shall have a removable oven door.
- r. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Boiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have one (1) broiler rack and two (2) oven racks.
- s. Leg Levelers. Each range shall be equipped with at least two (2) leg levelers.
- t. Appliance Connectors. Appliance connectors shall be equal in performance and construction adhering to American National Standards Institute Z21.24. Fitting and line sizes to match existing connector supplied in four foot (4') lengths. Connector shall be suitable for use with synthetic gas at operating pressure of existing gas system.

Section 3
Bid Offer Form and Instructions

Section 3

Bid Offer Form and Instructions

General Instructions for Completing Bid Offer Form

- *Bid offers shall be submitted to the HPHA in the prescribed format outlined in this IFB.*
- *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- *A written response is required for each line item unless indicated otherwise.*

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 2. **Email and facsimile transmissions shall not be accepted.**

Bidders are reminded to submit the following certifications along with the Bid Offer Form.

- a. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- b. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- c. Hawaii State Tax Clearance Certificate;
- d. Federal Tax Clearance Certificate;
- e. Wage Certificate; and
- f. Corporate Resolution evidencing who is authorized to sign bid documents and contracts on behalf of the bidder.

In lieu of providing the separate certificates for items a, b, c, and d above, the bidders may register via Hawaii Compliance Express (HCE), an online application at <http://vendors.ehawaii.gov/hce/> and submit the HCE Certificate of Vendor Compliance instead.

Bidders are responsible to review the specifications, general conditions, and special conditions carefully. Submission of a bid offer shall be regarded as the Bidder's assurance that he/she is willing and able to comply with the specifications, general conditions, and special conditions. The HPHA shall not consider any offers that are contingent upon changes or exceptions to the specifications, general conditions and special conditions. Bid offers that are conditioned upon changes or exceptions shall be

automatically rejected.

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective July 1, 2014 as specified in this IFB. The HPHA shall not consider offers from bidders who are unable to provide the contracted services effective July 1, 2014.

Bidders shall submit its bid under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay proper execution of the Contract.

The bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid shall be automatically rejected.

A bid security deposit is not required for this IFB. The Bid Offer Form is attached to this IFB. See Attachment 2.

Bid Quotation. Bid price shall be based on delivery and installation of new appliances, and the removal and disposal of the replaced appliances at the various HPHA properties on Oahu, Maui, Kauai, East Hawaii, West Hawaii, and Molokai. See Attachment 3. Prices shall include all labor, material, equipment, freight charges, delivery charges, applicable taxes, and all other costs incurred in the performance of this Contract.

The successful bid for each group shall be the lowest responsive and responsible Grand Total bid price, which is the sum of the bid prices for the initial 12-month period ending June 30, 2015, Option Year 1 and Option Year 2 for each group.

The option to extend the Contract shall be at the sole discretion of the HPHA when determined to be in the best interests of the State. The Contract shall be extended at the same rates as proposed in the accepted bid offer unless price adjustments are made thereof.

II. HUD Forms

A. Instructions to Offerors Non-Construction, form HUD 5369-B

The form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached and can also be found at www.hudclips.org. See Attachment 13.

B. Certification and Representations of Offerors, form HUD 5369-C

The form HUD 5369-C must be completed and submitted to the HPHA with the bid form by the required due date and time, and in the form prescribed by the

State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at www.hudclips.org. See Attachment 14.

C. General Conditions, Form 5370-C

The form HUD 5370-C is provided for interested bidder's information and reference. See Attachment 12.

The General Conditions, Form 5370-C shall be incorporated into the Contract with the Successful Bidder.

III. General Conditions

The State General Conditions, AG-008 103D General Conditions are attached for interested bidder's review and information. See Attachment 11.

The AG-008 103D General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

Section 4
Bid Evaluation & Award

Section 4

Bid Evaluation & Award

I. Bid Evaluation

Each bid offer will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB, shall be known as a “responsible bid.” Information provided in/with the bid offer that results in a determination that the interested bidder has the technical and financial capacity to deliver the goods or services, shall be known as a “responsive bid.”

II. Method of Award

Award shall be made to the responsible and responsive bidder with the lowest Grand Total bid price in each group, which includes the bid price per unit and the removal and disposal cost per unit for the Initial 12-Month Period, Option Year 1 and Option Year 2. To be considered a responsive bid and eligible for an award, the bidder must submit a bid for all line items within a group. The Successful Bidder for each group may not necessarily be the same bidder.

Nothing in this IFB shall be construed or interpreted to mean that the HPHA is obligated to exercise option periods. The option to extend the Contract will be at the sole discretion of the HPHA.

The Contract may be extended without the necessity of rebidding at the same rates as proposed in the accepted bid offer; price adjustments shall be made in accordance with the conditions as described in Section 2 Specification of this IFB.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for each group that is not awarded a Contract.

The lowest bid must conform to all requirements of the IFB in order to be determined responsive.

(END OF SECTION)

Section 5

Attachments

- | | |
|--|--------------------------|
| 1. Wage Certificate | Due April 15, 2014 |
| 2. Bid Offer Form | Due April 15, 2014 |
| 3. Listing of Properties by Geographical Location | For Bidder's information |
| 4. Estimated Quantities by Geographical Location | For Bidder's information |
| 5. Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009) | For Bidder's information |
| 6. Sample – Attachment S1, Scope of Services | For Bidder's information |
| 7. Sample – Attachment S2, Compensation and Payment Schedule | For Bidder's information |
| 8. Sample – Attachment S3, Time of Performance | For Bidder's information |
| 9. Sample – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's information |
| 10. Sample – Attachment S5, Special Conditions | For Bidder's information |
| 11. General Conditions, AG-008 103D General Conditions | For Bidder's information |
| 12. General Conditions, Federal form HUD 5370-C | For Bidder's information |
| 13. Instructions to Offerors, form HUD 5369-B | For Bidder's information |
| 14. Certification and Representations of Offerors, Form HUD 5369-C | Due April 15, 2014 |
| 15. 2014 and 2015 Hawaii State Government Observed Holidays | For Bidder's information |

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